

REVISED

- 27. Award BD-288-03/BJC – Windscreen Protection for Lawton Chiles Middle School in Oviedo, to Home Systems, Inc. dba Roll-a-Way of Central Florida, Orlando (\$77,578.00).**

BD-288-02/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary for the installation of windows and doors protection at Lawton Chiles, Middle School. The State of Florida Division of Emergency Management (DEM) allotted Seminole County a total of \$ 80,000.00 for window screen protection to this designated local school. The remaining amount will be utilized by DEM to provide window and door protection in other sectors of the state.

This project was publicly advertised and the County received two (2) responses. The Review Committee which consisted of Joe McCluan, Public Safety department; Maureen Long, Public Safety Department and Rick Moore, Public Safety Department evaluated the submittals. Consideration was given to the firm's qualifications, experience and proposed cost of the project. Hunter-Nelson was offering an alternate item to our specification, but could not provide the necessary documentation for this alternate item to be approved and therefore is non-responsive to our solicitation. The Purchasing and Contracts Division negotiated Roll-a-Way of Central Florida's bid from \$99,000.00 to \$77,578.00.

The Review Committee recommends award of the contract to the Roll-a-Way of Central Florida in the amount of \$77,578.00. The completion of the project is anticipated to be on or before May 15, 2003.

Funds will be available as provided by DEM. Public Safety and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the Scope of Services in the Bid Documents.

B.C.C. - SEMINOLE COUNTY, FL

BID TABULATION SHEET

BID NUMBER: BID 288-03/BJC

BID TITLE: Windscreen Protection for Lawton Chiles
Middle School, Oviedo, Florida

OPENING DATE: February 19, 2003, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

POSTING TIME/DATE: 2/21/2003

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2
	<p>Hunter-Nelson, Inc. 1913 E. Colonial Drive Orlando, Florida 32803</p> <p>Mr. Jeffrey D. Hunter, President (407) 898-1687 Phone (407) 894-7405 Fax</p>	<p>Home Systems, Inc. dba Roll-a-way of Central Florida 103 Drennen Road Orlando, FL 32806</p> <p>Mr. Daniel Quinn, President 407-856-5556 Phone 407-856-6288 Fax</p>
Total amount of Bid	<p>\$76,616.00 Non-Responsive</p>	<p>\$99,000.00 Negotiated to \$77,578.00</p>
Bid Security	Yes	Yes
Bidder Information Form	Yes	Yes
Bidder Information	Yes	Yes
Conflict of Interest Statement	Yes	Yes

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder;
- The past experience furnishing the required services;
- The previous and existing compliance of the Apparent Low Bidder in regard to laws and ordinances and regulations;
- The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work;
- Minimum of three (3) consecutive years of acceptable experience.
- Proposed cost to the County.

OPENED AND TABULATED BY: (2/19/2003) David Santiago

RECOMMENDATION OF AWARD: (3/6/2003) Home Systems, Inc. dba Roll-a-way of Central Florida



27

ROLL-A-WAY OF CENTRAL FLORIDA

Betsy
Seminole County Purchasing Dept.
Seminole Co., FL
Fax: 407-665-7956

March 6, 2003

RE: #288-03 / BJC
Lawton Chiles School

We have refigured our price with help from Roll-a-ways factory representative. The factory has agreed to give us special pricing in order to meet the price level that Seminole County has allotted for the Lawton Chiles School. Our current bid is \$99,000.00, we propose to do the same work as stated in our bid # 288-03 / BJC for the price of \$77,578.00. Please call me if you have any questions.

Thank you,



Daniel Quinn

DRAFT

WINDOW AND DOOR PROTECTOR INSTALLATION AGREEMENT
(BD-288-03/BJC)
LAWTON CHILES MIDDLE SCHOOL

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide window and door protection installation at Lawton Chiles Middle School in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by the

COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed by May 15, 2003.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of _____ AND ____/100 DOLLARS (\$_____). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Public Safety
150 Bush Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR 's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR 'S performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable reference data, plans and other documents that result from the CONTRACTOR 's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services or one (1) year from the effective date of this Agreement, whichever comes

first.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR 's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or

making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Policy). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of

the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the

CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$250,000.00	(Each Accident)
\$250,000.00	(Disease-Policy Limit)
\$250,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(4) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to

an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures,"

Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. PERFORMANCE, PAYMENT AND OTHER BONDS.

(a) CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to one hundred percent (100%) of the contract price; the Payment Bond shall be in an amount equal to ten percent (10%) of the contract price as adjusted in the Final Application For Payment. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire work, except as otherwise provided by law or regulations, or the other provisions of the

Contract Documents. CONTRACTOR shall also furnish such other bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as oblige, and no other person shall have any right of action based thereon.

(b) All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws and regulations and be in the form prescribed by the Contract Documents. All bonds shall be executed by such sureties as are licensed to conduct business in the State of Florida and, except as otherwise provided by laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

(c) If the surety on any bond furnished by CONTRACTOR is declared bankrupt, or becomes insolvent, or its license to do business in the State of Florida is terminated, or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

SECTION 19. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the

authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Public Safety
150 Bush Boulevard
Sanford, Florida 32773

FOR CONTRACTOR:

SECTION 27. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 29. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST

Secretary

By: _____ President

Date: _____

(CORPORATE SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
1/31/03
bd-288-draft

Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Submittal dated _____

Specifications / Scope of Services

Provide all labor, materials, equipment, supplies and supervision to install fenestrations protection on windows, and doors at Lawton Chiles Middle School as designed in this bid.

The protection will consist of Shutters, Wind Screen and Stainless Steel Wire Cloth Shutters as appropriate for openings designed. **Determine the exact size of each opening shall be the responsibility of the bidder.** The approximate number of openings is indicated on the attached plan.

All materials and equipment used shall meet or exceed the Dade County Code 201, 202, and 203 and SSTD 12 Southern Building Code and Minimum 120 MPH wind rating.

The Seminole County School Board of Education and the State Division of Emergency Management will provide inspections and have sign off authority on the project before final payment is processed.

A training session shall be provided to the appropriate designated person(s) at the school.

It is the responsibility of the contractor to repair any and all damages caused by the attachment of the hardware and installation.

The contractor shall provide technical literature indicating the materials used to meet or exceed the Dade County requirement.

A State Certified Engineer shall inspect and sign off on the project indicating that it meets the requirement of this bid and the manufactures specifications of products and installation prior to the final payment.

This project shall be completed and submitted to the Seminole County Division of Emergency Management prior to May 15, 2003 including all inspections, certifications, and all request for payment.

For permission and times to visit Lawton Chiles please contact Scott Stegall 407-320-0129

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For placement of the Wind Screen contact Joe McCluan 407-665-5131.

Stainless Steel Wire Cloth Shutters

Hurricane Screen Shutters:

These shutters shall be designed and developed using Stainless Steel Screen Panels of 304 High Tensile Stainless of .028" diameter on a 12x12" pattern. Black mat finishes and provides a clear vision looking through the membrane.

Testing and Performance:

The units shall conform to the impact, static, and cycle test as set forth by the Metropolitan Dade County Code Compliance Office.

Materials:

All extruded aluminum structural members shall be 6063 T.5 alloy and temper and not less than nominal .062" wall thickness.

Stainless Steel panel to be 304 High Stainless of .028" diameter in a 12" x 12" pattern.

Fasteners, exterior, and framework are to be 300 series stainless steel, cadmium, zinc, nickel-plated steel hot dipped galvanized.

Fabrication:

Screen shall be factory fabricated assembled and pre assembled in the manufacture factory.

Frame construction shall feature mitered and welded corner construction. Stainless Steel Screening shall be held in place by use of an extruded retainer profile and mechanically retained with #12 x 1" every 4" o.c.

Finishes:

Finishes aluminum to be Organic or Anodic as selected by the Seminole County School Board.

Finish all exposed areas of aluminum framing components in accordance with AAMA 603.8, 605.2. Color to be selected by the School Board.

Installation:

After verification of field conditions and properly prepared openings, install hurricane screen system in strict accordance with approved drawings and in agreement with product approval.

Roll Down Shutters

All roll up shutters will be manufactures of extruded aluminum. The blades will be anti-release interlock with reinforced posts. The shutters will operate within a dual point parallel tracking system and designs and reinforced for maximum strength and will include four pile lining for extra smooth and silent operations. The shutters shall roll on stainless steel wheel carriages and heavy duty nylon wheels. All aluminum shall be extruded 6063T 5 (T 6 when necessary). All hardware and accessories shall be of the finest quality. Top quality paint processes are to be used and the Seminole County School Board representative shall select the colors.

All shutters will be electrically operated with manual override. The shutters operating switch(s) shall be installed in an area not accessible to the students. Shutters do not have to have permanent power for operation. Power can be provided through a heavy-duty cord.

An independent power supply shall be provided which will operate the shutter system during a power outage. The unit shall be capable of operating several shutters before needing recharged.

High Impact Windscreen

Specifications:

The specifications is for high impact flexible mesh wind abatement system which when installed will provide protection from flying debris and significantly reduce wind loads on the area being protected.

Exception to specification:

Any proposed windscreen product shall equal to or exceed these specifications.

Requirements of the System:

Impact Resistance:

The screen and anchoring system shall have passed DCBCCD Protocol 201-94 for large missile impact. Design load shall be a minimum of 60 psf for positive and negative pressures.

Uniform Static Air Pressure Test:

The system shall have been tested as per DCBCCD PA 204-94. Apply ½ full test load, design load and full test load for 30 seconds both inward and outward without failure. Full test load shall be a minimum of 90psf.

Design load:

System shall be designed and specified to a positive and negative pressure rating of a minimum of 60 psf.

Attachment Hardware:

Hardware material shall meet or exceed these specifications, but not less than.

Eyebolts: ½" dia precision cast #316 stainless steel.

Hex Nut: HD ½" X 7/8" X 31/64" #316 stainless steel.

Spring Clip 3.25" #316 stainless steel

Drop in anchor: ½" stainless steel

C track: .325" thick Extruded Aluminum using 6063-T6 Aluminum.

Screen Attachment to track:

Closed loop precision cast eyebolt. Clips shall be attached through top loops in screen to the eyebolts.

Screen Materials:

High tenacity polyester yarn.

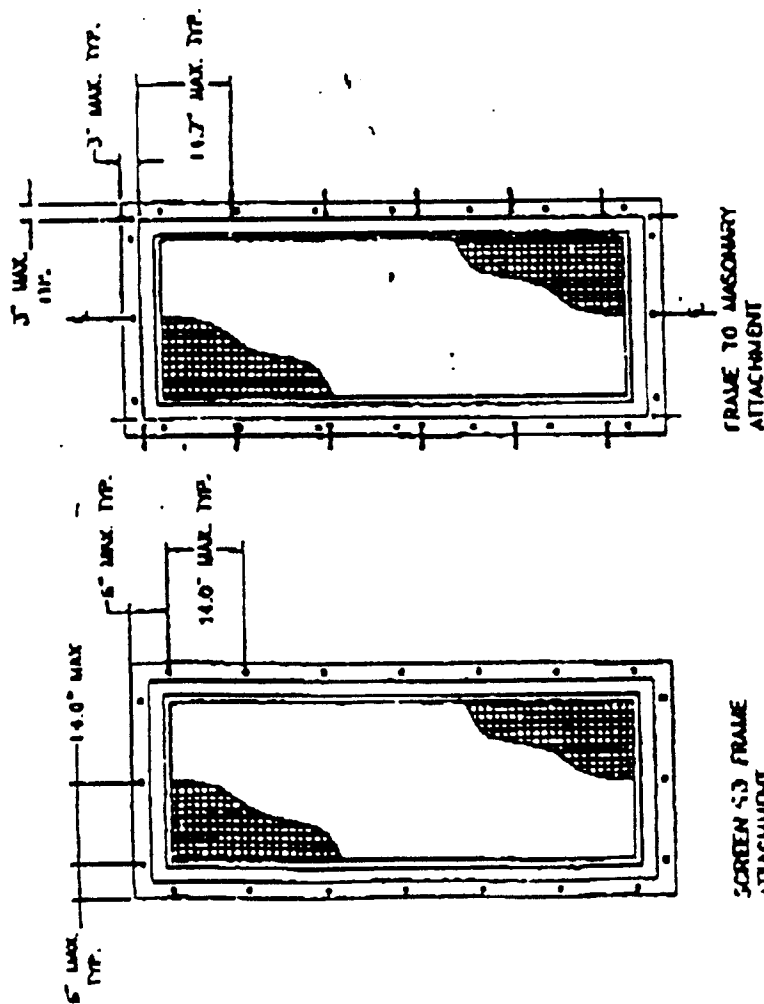
Thickness: 17 or 17.7 mil

Finish coat weight: 11oz/sq yd

Strip tensile strength: 260/180lbs/ 1 inch.

Flame Retardancy:

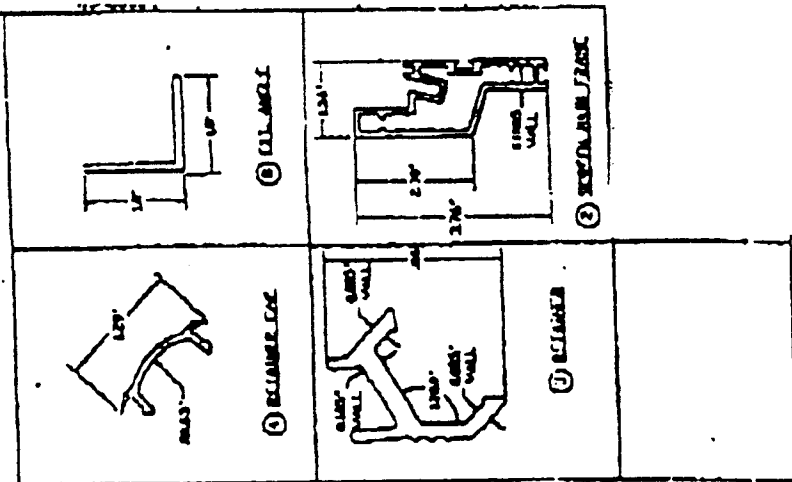
Class A as determined by UL or ASTM 0-25

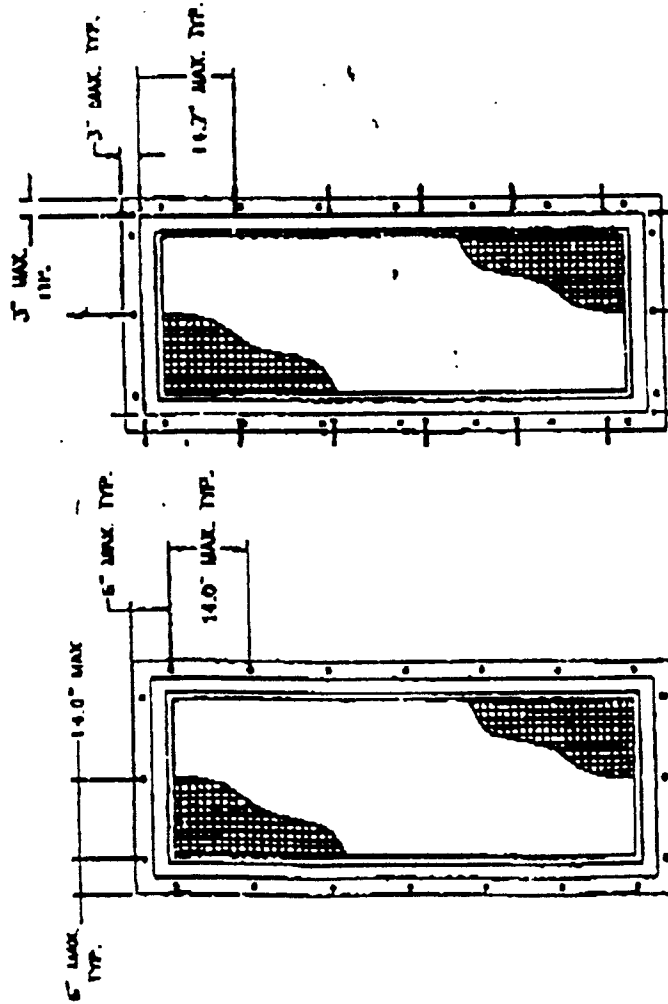


NOTE 1:
USE $\frac{1}{8}$ x $\frac{1}{2}$ " TEX SCREWS TO
SECURE SCREEN TO ANGLE
BRACKET.

NOTE 2:
USE $\frac{3}{16}$ " TAPCON ANCHOR WITH
MAX. 1.25 EMBEDMENT TO
SECURE MOUNT ANGLE TO
MASONRY.

NOTE 3:
2" FROM EACH CORNER & 4" ON
CENTERS THROUGH AROUND
THE PERIMETER.





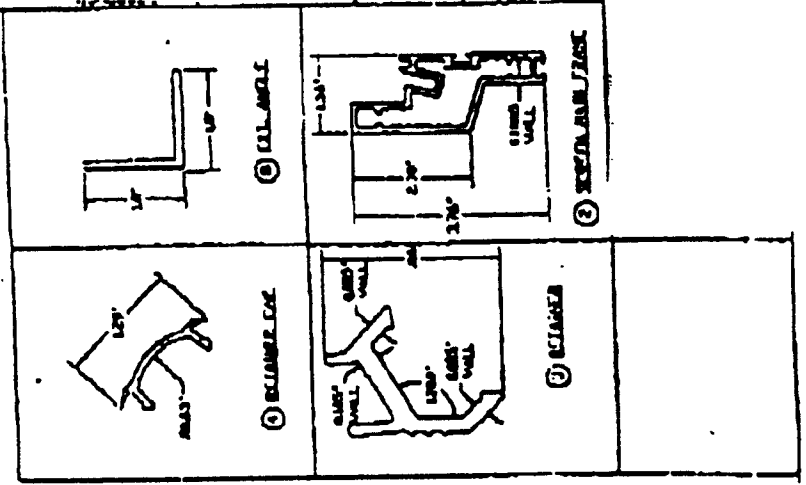
SCREEN TO FRAME ATTACHMENT

NOTE 1:
USE 1/4\" x 1 1/2\" TEK SCREWS TO
SECURE SCREEN TO FRAME
BRACKET.

NOTE 2:
2\" FROM EACH CORNER & 4\" ON
SIDES CONTINUOUS AROUND
THE PERIMETER.

FRAME TO MASONRY ATTACHMENT

NOTE 2:
USE 3/16\" TAPCON ANCHOR WITH
MIN. 1.25 EMBEDMENT TO
SECURE MOUNT ANGLE TO
MASONRY.



Use 3/16" Tapcon Anchors with minimum of 1.25" embedded to secure mount angles to masonry. Anchor spacing must conform to the manufactures specification.

Submittals:

als: Shop drawings including all conditions of construction, location diagrams including identification of and spacing of anchors, framing members inclusive of any installation notes.

Test Reports:

Provide certified Independent State Certified Engineers test reports verifying compliance with product installation.

Product Data:

Submit manufactures product literature and specification describing screen barrier units including, hardware, and accessories.

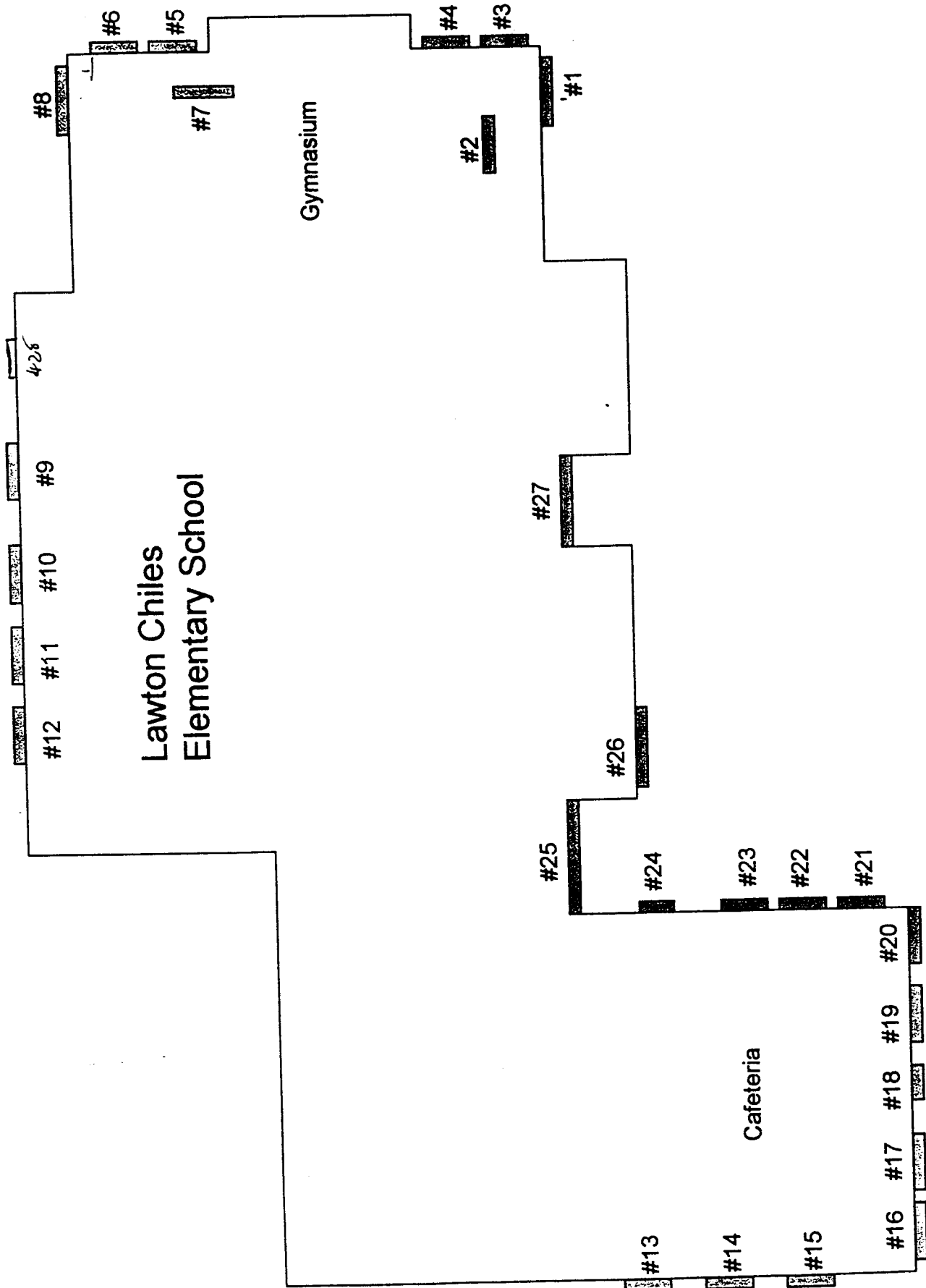
Product Samples:

Submit each sample of finish and color to be used.

Warranty:

Window screen barriers for the project will be free of defects and workmanship for a period of (1) year.

The contractor shall assume responsibility for the handling, installation and integrity of the application for a period of (1) year from date of completion.



Opening

- 1 Force 12 screen
- 2 Pro-Tech screen
- 3 Roll-a-way shutter -
- 4 Roll-a-way shutter
- 5 Roll-a-way shutter
- 6 Roll-a-way shutter
- 7 Pro-Tech screen -
- 8 Force 12 screen -
- 9 Force 12 screen
- 10 Roll-a-way shutter
- 11 Roll-a-way shutter
- 12 Roll-a-way shutter
- 13 Roll-a-way shutter
- 14 Roll-a-way shutter
- 15 Roll-a-way shutter
- 16 Roll-a-way shutter
- 17 Force 12 screen
- 18 Roll-a-way shutter
- 19 Force 12 screen
- 20 Roll-a-way shutter
- 21 Force 12 screen
- 22 Roll-a-way shutter
- 23 Roll-a-way shutter
- 24 Roll-a-way shutter
- 25 Force 12 screen
- 26 Roll-a-way shutter
- 27 Force 12 screen
- ~~28 Roll-a-way shutters~~